

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ANNETTE D. CALVERT)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2005-00356
)	
U.S. 60 WATER DISTRICT)	
)	
DEFENDANT)	

ORDER TO SATISFY OR ANSWER

The Commission HEREBY NOTIFIES U.S. 60 Water District that it has been named as defendant in a formal complaint filed on August 30, 2005, a copy of which is attached hereto, and HEREBY ORDERS that:

1. Pursuant to 807 KAR 5:001, Section 12, U.S. 60 Water District shall satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.
2. U.S. 60 Water District and Complainant shall serve on all parties of record all documents of any kind that are filed with the Commission in the course of this proceeding.
3. U.S. 60 Water District shall refrain from any action to discontinue or terminate Complainant's water service during the pendency of this proceeding without the Commission's approval.

Done at Frankfort, Kentucky, this 2nd day of September, 2005.

ATTEST:

By the Commission

for the 
Executive Director

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

Annette D. Calvert

Complainant

VS.

U.S. 60 Water District

Defendant

RECEIVED

AUG 30 2005 CASE 2005-00356

PUBLIC SERVICE
COMMISSION

COMPLAINT

The complaint of Annette D. Calvert respectfully shows:

(a) Annette D. Calvert
575 Old US 60
Frankfort, Ky. 40601

(b) US 60 Water District
P.O. Box 97
Bagdad, Ky 40003

(c) That: The US 60 Water District, through their attorney, Don Prather, has sent a request for an easement across my property for the purpose of installing a new water line. It states that I will receive \$1 for this easement and it grants the water company a perpetual easement with multiple rights to this area of my property. I can no longer use this area to build a structure or do anything that would affect the water line. I have had multiple questions about this and have communicated this to Mr. Prather. He arranged for the Engineer, Sandy Broughman to meet with me and, although he did initially come and paint a place on the ground to show me where it would be placed, he was unable to meet with me to answer questions until 8/15/05. Mr. Prather, the attorney for the US 60 Water District has been pushy and rude in his communications with me and has threatened to cut my water off three times since I first heard about this. He stated in his last letter that all I have done is delay, delay, delay, when in fact, the Engineer did not meet with me per my request until 8/15/05. During this time, I have been trying to gather information on my own and even after meeting with Mr. Broughman, I had further questions that were not resolved. I feel I am being "railroaded", essentially pushed into signing the easement based on the threat of discontinuation of water service. I do understand the need to place a new water line and understand that due to the proposed


Formal Complaint

Annette D. Calvert VS. U.S. 60 Water District

widening of US 60, the water line needs to be placed farther away from the proposed roadway. I am not trying to block the water line from coming through my property, but I want to fully understand my rights and the affect this will have on my land as well as receive reasonable reimbursement for providing this "perpetual lease" that will affect my property forever. I feel the Water Company has an obligation to fully inform and educate me prior to expecting me to sign the "Right-of-Way Easement" and it has not been helpful for them to be evasive and threatening in their communications with me. That is what has caused me to involve the Public Service Commission and has delayed getting the easement signed.

Wherefore, complainant asks that water service to her residence at 575 Old US 60 not be interrupted; for reasonable reimbursement based on the appraised value of the property affected by the easement; the ability to hook on to the new water line if needed in the future without cost for the meter or the hook up; the surface land to be restored to an even surface with grass sown and replacement trees placed at another location on my property that will not interfere with the water line; notation in the easement documentation that the easement is not transferable to any other entity and it is for the sole purpose of placing and maintaining the water line; and I want to have the option of installing a driveway at the end of the property where the new water line will be installed.

Dated at Georgetown, Kentucky, this 29th day of August, 2005.


Annette D. Calvert